

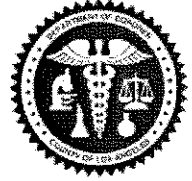


"Enriching Lives"

# COUNTY OF LOS ANGELES

## DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



*Anthony T. Hernandez*  
Director

*Lakshmanan Sathyavagiswaran, MD*  
Chief Medical Examiner-Coroner

December 05, 2006

**Agenda Date: December 19, 2006**

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS  
OF CUSTODIAL/RELATED SERVICES AGREEMENT NO. 73781  
FROM PEDUS SERVICE TO SERVICON SYSTEMS, INC.  
(ALL DISTRICTS – 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign the attached Amendment No. 4 to Custodial/Related Services Agreement No. 73781 with Pedus Service (Pedus) to: a) assign the rights and delegate the duties of the Agreement from Pedus to Servicon Systems, Inc. (Servicon); b) extend the option to renew term on a month-to-month basis until December 31, 2007. The cost for the additional optional renewal term, if exercised, shall not exceed \$225,571.29.
2. Approve and delegate authority to the Director, Department of Coroner to exercise the optional extension of the Agreement on a month-to-month basis not to exceed eleven months through December 31, 2007.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Pedus has sold their custodial services division to Servicon. Pedus currently has Agreement No. 73781 with the Department of Coroner and various agreements with the Department of Health Services. The Department of Health Services and County Counsel have reviewed Pedus' and

**Accreditations:**

*National Association of Medical Examiners  
California Medical Association-Continuing Medical Education  
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors  
Peace Officer Standards and Training Certified*

Servicon's business documents related to this action. Servicon has provided the County assurances of a seamless transition and ongoing high quality of services in compliance with all requirements set forth in the Agreement. As part of Servicon's commitment of zero operational impact to the Department of Coroner, Servicon will retain key staff which are highly trained in specialized custodial services of the autopsy security floor, laboratories and other designated areas. Board approval of Amendment No. 4 to Agreement No. 73781 will assign the rights and delegate the duties of the Agreement to Servicon.

In addition, Amendment No. 4 authorizes the Director, Department of Coroner, to exercise the extension option of the Agreement on a month-to-month basis through December 31, 2007. The month-to-month extension will be exercised to allow the Department of Coroner to seek proposals for these services through a competitive bid process. The Department of Coroner intends to continue this Agreement until a new Agreement is completed.

The Department of Coroner is in the process of issuing a Request for Proposals for specialized cleaning services of the autopsy security floor, laboratories and other designated areas. Approval of an additional renewal term not to exceed eleven months through December 31, 2007, will enable the Department of Coroner to complete the bid process. Securing the continuation of these specialized custodial services is essential to the Department of Coroner in its effort to ensure employee health and safety.

#### Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan:

##### Goal No. 1: Service Excellence

Provide the Public with easy access to quality information and services that are both beneficial and responsive.

##### Goal No. 3: Organizational Effectiveness

Ensure that service delivery systems are efficient, effective and goal oriented.

##### Goal No. 4: Fiscal Responsibility

Strengthen the County's fiscal capacity.

#### FISCAL IMPACT/FINANCING

The assignment of rights from Pedus to Servicon will bind Servicon and the Department of Coroner in a contractual relationship for Custodial/Related Services. The extension term, when exercised shall not exceed \$ 225,571.29 and is available in Departmental FY 2006-07 budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Board approval of Amendment No. 4 to Agreement No. 73781 will assign the rights and delegate the duties of the Agreement to Servicon, and will delegate authority to the Director to extend the Agreement on a month-to-month basis until December 31, 2007.

In compliance with County contracting policies and procedures, as set forth by your Board are included as part of Amendment No. 4.

### **CONTRACTING PROCESS**

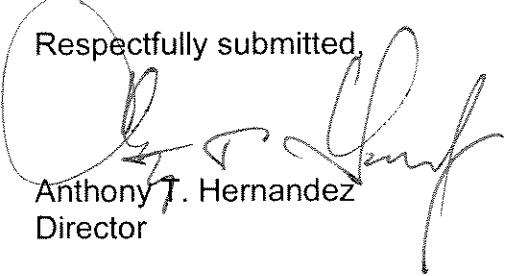
On June 7, 2001, the County released a Proposition A, Custodial/Related Services Request for Proposals for specialized cleaning services for the autopsy security floor, laboratories and other related designated areas. On January 29, 2002 the Board adopted and approved Agreement No. 73781 with Pedus for Custodial/Related Services. The Department of Coroner has previously exercised its delegated authority by twice exercising its option to extend this Agreement for two (2) one year periods, with the second option scheduled to expire on January 29, 2007.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended action will ensure continued services by Servicon for specialized Custodial/Related Services on a month-to-month basis until December 31, 2007.

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board letter and two signed copies of the Amendment to the Department of Coroner, attn: Elizabeth Seung, Contracts Manager.

Respectfully submitted,



Anthony T. Hernandez  
Director

ATH/es

Attachment

c: Chief Administrative Officer  
County Counsel  
Department of Health Services  
Dr. Lakshmanan Sathyavagiswaran  
Executive Office, Board of Supervisors (22)

Contract No. 73781

**APPROVAL OF ASSIGNMENT AND DELEGATION  
OF CUSTODIAL RELATED SERVICES AGREEMENT**

Amendment No. 4

THIS APPROVAL OF ASSIGNMENT AND DELEGATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006

by and between                      COUNTY OF LOS ANGELES (hereafter  
   "County"),  
  
and                                      PEDUS SERVICE (hereafter "Pedus"  
   or "Assignor"),  
  
and                                      SERVICON SYSTEMS, INC. (hereafter  
   "Contractor" or "Assignee").

WHEREAS, reference is made to that certain document entitled "CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND PEDUS SERVICE FOR CUSTODIAL RELATED SERVICES", dated January 29, 2002, further identified as Agreement No. 73781 (hereafter "Agreement" or "Contract"); and

WHEREAS, on August 23, 2006, Pedus Service ("Pedus") and Servicon Systems, Inc. ("Servicon") notified the County that Servicon would like to acquire Pedus' Agreement and Pedus would like to assign this Agreement to Servicon; and

WHEREAS, it is the desire of the parties hereto to assign all of the rights and delegate all of the duties under Agreement No. 73781 from Pedus to Servicon; and

WHEREAS, Agreement provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Effective date of Board approval, County consents to the assignment of rights and delegation of duties under the Custodial Related Service Agreement No. 73781 from Pedus to Servicon.

2. All payments due under the Agreement for services rendered prior to December 31, 2006 shall be paid to Pedus. Thereafter, any payments for services rendered on or after January 1, 2007 and due upon receipt of correct invoice from Contractor shall be paid to Contractor.

3. County consents to such Assignment and Delegation.

4. All of Pedus' rights and duties under Agreement are assigned and delegated to Contractor effective on the date of Board approval. Contractor hereby accepts and assumes all said rights and responsibilities under the Agreement.

5. Subparagraph 5.2, of Paragraph 5.0 Term, of the body of the Agreement is revised to read as follows:

5.2 COUNTY shall have the option to extend the term for up to two (2) additional one-year periods, for a maximum total contract term of five (5) years. Each such option year shall be exercised individually by the Director, Department of Coroner. The Agreement may then be extended by Director on a month-to-month basis up to an additional eleven (11) months, at the end of the Agreement term.

6.0 Paragraph 6.0, of subparagraph 6.1 Maximum Contract Sum, of the body of the Agreement is revised to read as follows:

6.1 The Maximum Contract Sum under this Agreement

shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services, and other work specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work. The Maximum Contract Sum, inclusive of all applicable taxes, authorized by County hereunder, shall not exceed One Million Four Hundred Forty Five, Eight Hundred Seventy Four Dollars and Seventy cents (\$1,445,874.70) and shall be allocated as follows:

\$ 221,873.36 for each year of the three (3) base term years.

\$221,873.36 each year of the two (2) year option renewal term years, if exercised.

\$18,489.45 for each individual month of the month-to-month optional renewal period, if exercised, through December 31, 2007.

6.2 Contingency Fund: \$22,187.34 shall be available each year of the base term and each option renewal year of the Agreement, if exercised, for emergency or expanded services.

7. Paragraph 8.0, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of the body of the Agreement is revised to read as

follows:

"8.1 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION

The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

8. Paragraph 41.0, DEBARMENT, of the body of the Agreement is revised to read as follows:

"41.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

41.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

41.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor



on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 41.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 41.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a

record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a

debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny,

or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7. These terms shall also apply to Subcontractors of County Contractors."

9. Incorporate additional standard terms and conditions to the body of the Contract as follows:

"44.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

45.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

45.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit I and incorporated by reference into and made a part of this Agreement.

45.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's

regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1) the lesser number is a recognized industry standard as determined by the County, or
  - 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall

also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of



"Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4.0 Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

46.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the

poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

47.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY  
SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

48.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

48.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

48.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall

be repaid by the Contractor by cash payment upon demand.

#### 49.0 PUBLIC RECORDS ACT

49.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 51.0 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

49.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 50.0 PUBLICITY

50.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

The Contractor shall develop all publicity material in a professional manner; and During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other

materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

50.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph shall apply.

51.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and

proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

51.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

51.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this

Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

52.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

53.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

54.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the



County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

55.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

56.0 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

57.0 WARRANTY AGAINST CONTINGENT FEES

57.1 The Contractor warrants that no person or selling agency has been employed or retained

to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

57.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Rights and Delegation of Duties to be subscribed by its Mayor of said

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Board, and Pedus Service and Servicon Systems, Inc., have caused the same in their respective behalf by their duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

PEDUS SERVICE

Assignor  
By Edward T. McInerney  
Signature  
EDWARD T. MCINERNEY  
Printed Name  
Title PRESIDENT  
(AFFIX CORPORATE SEAL)

SERVICON SYSTEMS, INC.

Assignee  
By Maritza Aguilar  
Signature  
MARITZA AGUILAR  
Printed Name  
Title CFO  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

By: Robert Ragland  
Robert Ragland  
Senior Deputy County Counsel